

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

COLORQUICK, L.L.C.,	§	
	§	
<i>Plaintiff,</i>	§	
	§	No. 6:09-CV-323-LED
v.	§	
	§	JURY DEMANDED
VISTAPRINT LIMITED, and	§	
OFFICEMAX INCORPORATED,	§	
	§	
<i>Defendants.</i>	§	

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**SECOND JOINT STIPULATION RELATING TO THE PRESENTATION OF  
EVIDENCE AND ARGUMENT AT TRIAL**

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Plaintiff ColorQuick, L.L.C. (“ColorQuick”) and Defendant Vistaprint Limited (“Vistaprint”) hereby agree to the following stipulations relating to the presentation of evidence and argument at trial.

WHEREAS, ColorQuick and Vistaprint are obligated pursuant to the Court’s Docket Control Order, as amended, (Dkt. 160) to confer on any anticipated motions *in limine*;

WHEREAS, ColorQuick and Vistaprint submitted an initial Joint Stipulation Relating to the Presentation of Evidence and Argument at Trial on certain issues on May 8, 2011 (Dkt. 182);

WHEREAS, ColorQuick and Vistaprint filed Motions *in Limine* on May 9, 2011 (Dkts. 189 and 190);

WHEREAS, ColorQuick and Vistaprint continued conferencing on their respective Motions *in Limine* on May 17, 2011 and reached additional agreement regarding the presentation of certain evidence and argument at trial; and

THEREFORE, the parties hereby STIPULATE and AGREE to the following concerning the presentation of evidence and argument at trial:

1. The parties shall be precluded from offering any evidence, testimony, or reference related to Shore Chan Bragalone DePumpo LLC's Involvement in ColorQuick's Decision to Target Vistaprint (ColorQuick's MIL No. 6, Dkt. 189);
2. The parties shall be precluded from offering any evidence, testimony, or reference related to the time or circumstances under which the parties employed their attorneys, any statements inferring that ColorQuick has been improperly influenced into pursuing this case by its counsel, any statement, testimony, or reference related to the method of ColorQuick's payment of attorneys' fees and litigation expenses, and any reference to the amount of legal fees and expenses that Vistaprint has incurred in defending this lawsuit (ColorQuick's MIL No. 7, Dkt. 189);
3. The parties shall be precluded from offering any testimony or evidence in reference to tariffs, duties, protectionism, or the strength of the U.S. dollar relative to other currencies (Vistaprint's MIL No. 6, Dkt. 190);
4. The parties shall be precluded from offering any testimony or referring to any failure to produce documents or late productions by or from any party, unless otherwise specifically authorized by the Court. Notwithstanding the foregoing, the parties may refer to a lack of evidence in the record (Vistaprint's MIL No. 7, Dkt. 190);
5. The parties are precluded from testifying, providing evidence, or referring to the argument that the cost of a design around option or non-infringing alternative is a cap, limit, or otherwise maximum amount of damages that Vistaprint should pay if found to infringe the patent-in-suit. However, the parties are permitted to provide

testimony, evidence, or argument that the cost of an acceptable design around option or non-infringing alternative is relevant to the determination of a reasonable royalty.

6. ColorQuick withdraws its Motions *in Limine* Nos. 3-5 and 8 (Dkt. 189); and
7. Vistaprint withdraws its Motion *in Limine* No. 4 (Dkt. 190).

Dated: May 18, 2011

Respectfully submitted,

/s/ Christopher Campbell (w/ permission)  
Christopher Campbell  
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ATTORNEYS FOR PLAINTIFF  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-f(a)(3) on May 18, 2011.

/s/Justin B. Kimble